

REMARKS

A telephonic interview was held on August 26, 2009 with the Examiner (Vern Kumarasegaran), his Supervisor (John Weiss), and attorneys Gallagher and Galgano. During the interview agreement was reached on several issues¹. First, it was agreed that claim 21, as submitted, satisfies the requirements of §101. Second, it was agreed that the prior art does not include all of the matters of which the Examiner has taken Official Notice. In particular, Examiner Weiss pointed out that the Applicant should state that it is the Applicant's opinion that the officially noticed prior art does not teach or suggest: assigning a probability to the correctness of the determination of escheat state (claims 1 and 2); correcting addresses (claims 3, 12, 13, 14); filtering addresses (claims 4, 5, 17); assigning an alternate escheat state (claim 6); comparing the address to foreign country names (claim 7); comparing addresses to non-state locations (claim 8); indicating which addresses were corrected (claim 9); indicating the type of correction made (claim 10); defining a confidence code as a particular ratio (claim 11); correcting based on statistical analysis (claims 14, 15, 16); indicating how a probable escheat state was assigned (claim 18); a report summarizing metrics by confidence code (claim 19).

Having particularly pointed out the claim language which the Examiner erroneously rejected on "Official Notice", the Applicant has satisfied the Examiner's requirement that the Applicant state for the record that the noticed material "is not

¹ The Examiner's Interview Summary dated August 28, 2009 is incomplete and inaccurate in several matters. It does not indicate the matters upon which agreement was reached and misstates the discussion regarding "non-functional descriptive language".

considered to be common knowledge”. The reason why it is not common knowledge is because it is not taught or suggested anywhere in the prior art and the mere statement that it is common knowledge does not make it so. If such were common knowledge, it would be easy to provide a teaching reference.

With regard to the §101 rejection of claims 1-20, Examiner Weiss suggested that the claims be amended to indicate that the method steps were performed by a processor, not manually. The claims have been accordingly amended.

The third agreement reached during the interview was that any further rejection of the claims in this application would be a non-final rejection.

During the interview there was discussion regarding the claim limitation “US Postal Service certified data base”. The Examiner referred to this limitation as “non-functional descriptive language since it does not functionally affect [sic.] the recited steps” in the context of a §103 rejection. The Examiner’s Supervisor agreed that reference to “non-functional descriptive language” was properly a component of a §101 rejection and not a §103 rejection. It was explained to the Examiners that the claim limitation “US Postal Service certified data base” actually does functionally affect the outcome of the steps recited in claim 1. In particular, the fact that the database is certified by the US Postal Service means that the data has a certain level of accuracy which is not to be found in just any data base. Therefore, the claim limitation serves to raise the accuracy of the result to a certain level not achieved in cited prior art.

Claims 1-20 stand rejected under 35 U.S.C. §103(a) as obvious over McDonald in view of McKee and in view of “official notice”. During the interview, claim 1 was distinguished from the art in at least two ways: the issue of “probability” with regard to the output and the issue of the “US Postal Service certified data base”. Examiner Weiss seemed to agree that the art of record did not suggest the assignment of a probability to the correctness of the escheat state determination. As to the certified data base, Examiner Cumarasegaran states in the Interview Summary that the limitation “US Postal Service certified data base” relates to the identity of the owner or provider of the data base. It is submitted that this is not a fair interpretation of the claim language. As discussed above, this claim limitation is not intended to merely identify the provider or the owner of a data base, it indicates the level of accuracy of the data base. Consider the phrase “ISO certified”. This phrase is not intended to mean that the certified product is owned or provided by ISO. For the foregoing reasons, it is requested that the Examiner reconsider claim 1 with respect to these two issues.

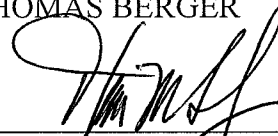
As for claims 2-20, it was agreed that the claims contain specific limitations which are not taught or suggested by the art of record and that, having properly challenged the Examiner’s “official notice”, the Examiner will either provide a proper rejection based on references or indicate the claims are allowable.

Independent claim 21 has been amended to include the probability as part of the output. The prior art of record does not suggest this feature. New claims 22-38 are apparatus claims which parallel method claims 2-18.

In light of all of the above, it is submitted that the claims are in order for allowance, and prompt allowance is earnestly requested. Should any issues remain outstanding, the Examiner is invited to call the undersigned attorney of record so that the case may proceed expeditiously to allowance.

Respectfully submitted,

THOMAS BERGER

A handwritten signature in black ink, appearing to read 'Thomas M. Galgano', is written over a horizontal line.

Thomas M. Galgano, Esq.

Registration No. 27,638

Thomas A. Gallagher, Esq.

Registration No. 31,358

GALGANO & ASSOCIATES, PLLC

Attorneys for Applicant

20 West Park Avenue, Suite 204

Long Beach, New York 11561

Telephone: 516.431.1177

F:\g&a\1685\3\amendment3[1]